

January 27, 1970

Mr. Joseph F. Toner  
County Councilman  
Public Building  
Wilmington, Delaware

Dear Mr. Toner:

RE: Landfill Operation

I would like to refer to your memorandum of January 12, 1970, concerning the operation of the sanitary landfill. I have taken great pains to make sure that I have proper answers to the issues you have raised. Our engineers have reviewed the matter thoroughly, and I have made a personal inspection of the premises on two occasions. I will refer to your points in order.

1. Cover Material - I am convinced that the operator is fully fulfilling his contract obligations with regard to covering this discarded matter. On my last visit during a weekday morning he was employing three bulldozers, a drag line, and numerous trucks to cover this obligation; and the landfill was being conducted in a very fine manner. For our own convenience and that of our citizens, we have arranged to permit the dumping of small trucks and of the truck which we keep at the entrance to the landfill during the weekend when the contractor's personnel are not on duty. Therefore, it is understandable that when you have paid weekend visits you have found some material which is not covered. We have reviewed this matter carefully and are convinced that this is not endangering the residents nearby because the material being deposited is not garbage but rather trash of the type which people clean from their garages and yards on a weekend.

We have had no authenticated report other than your own of rodents on the landfill. With regard to sea gulls, we know of no way to prevent them from visiting our premises; and their presence does not indicate improper housekeeping.

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2. Bad Weather Operations - The contractor has been most cooperative in providing bad weather access to the site. We have only had to call one shortcoming to his attention this season, in December; and this condition was promptly corrected.

3. Fencing - We agree that the contractor has not provided adequate fencing to contain the windblown trash during periods of high wind velocity. This has been called to his attention, and he is now erecting additional fencing. In those instances where we have provided men to pick up the trash which has blown away from the site, we have billed the contractor for the cost and he has agreed to pay it.

4. Special Requirements - I am advised that six wells have been damaged during this past year due to trucks owned by the trash collectors backing into the standpipes or due to uneven settlement of the landfill itself. They were not knocked down by the contractor. The water level recorder was never installed since it proved unnecessary and the Water and Air Resources Commission has agreed to omitting it. Tests are currently being conducted from the seven remaining wells, and those damaged will be replaced in the near future.

5. Operating Hours - Our understanding with the contractor has always been that he would remain long enough after the closing hours to cover the material remaining exposed on the site and that he would then leave. Our inspector insures that Saturday deposits are adequately covered. It is not correct to state that the contractor is leaving on Saturdays at 2:00 p.m. and leaving the material therefore deposited exposed.

I would like to say in summary that while we have had some problems in obtaining performance on particular items our overall feeling is that Mr. Ward and his firm are definitely interested in doing a quality job of operating our County landfill and we are, on the whole, well satisfied. I appreciate your calling to my attention any conditions which you consider inadequate, and we will attempt to correct anything we find wrong; but I think we should all recognize that this is a most difficult job, that perfection is desirable but not practically attainable, and that we must approach our future operation in the spirit of reasonable cooperation to achieve the best result possible for all concerned.

Respectfully yours,

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William J. Conner  
County Executive

WJC/snp

cc: L.C. Douglass Buck, Jr.  
George W. Dutcher

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